

TO: America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182

Wide Area Information Servers, Inc.
1040 Noel Drive, Suite 102
Menlo Park, CA 94025

WAIS Affiliates Agreement

This WAIS Affiliates Agreement ("Agreement") is being delivered pursuant to Section 4.12 of that certain Agreement and Plan of Reorganization dated as of ~~April~~ May __, 1995 (the "Plan"), by and among America Online, Inc., a Delaware corporation ("AOL"), WAIS Acquisition Corp., a California corporation and wholly owned subsidiary of AOL ("Sub"), and Wide Area Information Servers, Inc., a California corporation ("WAIS"). The Plan provides for the merger ("Merger") of Sub with and into WAIS in a transaction in which each share of WAIS Common Stock ("WAIS Common Stock") will be converted into shares of AOL Common Stock, par value \$0.01 per share ("AOL Common Stock") as described in the Plan. Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to them in the Plan.

The undersigned understands that since the Merger will be accounted for as a "pooling-of-interests" and the shares of AOL Common Stock to be issued to the undersigned will be "restricted securities" within the meaning of the Securities Act, and the undersigned is an "affiliate" of WAIS (within the meaning of Rule ~~145~~ 144 promulgated by the SEC under the Securities Act ("Rule 145")) 144"), the shares of WAIS Common Stock or AOL Common Stock received in exchange for the WAIS Common Stock which the undersigned owns and any shares which the undersigned may acquire hereafter may be disposed of only in conformity with the limitations described herein.

The undersigned has been informed that the treatment of the Merger as a pooling-of-interests for financial accounting purposes may depend upon the accuracy of certain of the representations and warranties and the compliance with certain of the agreements set forth herein. The undersigned further understands that the representations, warranties and agreements set forth herein will be relied upon by AOL, AOL's stockholders, WAIS, and their respective counsel and accounting firms.

1. The undersigned represents, warrants and agrees as follows:

sell such securities, until such information becomes publicly available. The undersigned covenants to comply with such laws.

3. The undersigned also understands that stop transfer instructions will be given to AOL's transfer agent with respect to certificates evidencing the Restricted Securities and that there will be placed on the certificates evidencing the Restricted Securities a legend stating in substance (in addition to any other legends required by law or contract):

"THE SECURITIES REPRESENTED HEREBY MAY ONLY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN ACCORDANCE WITH THE TERMS OF AN AFFILIATES AGREEMENT BETWEEN THE REGISTERED HOLDER THEREOF AND AMERICA ONLINE, INC. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

After release of the report described in Section 2(f) hereof, certificates evidencing Restricted Securities delivered at or after the Effective Time, may, at the undersigned's election in connection with a proposed transfer, be surrendered for cancellation and reissuance with a legend referencing the Rule ~~145~~ 144 restrictions applicable to such shares. AOL agrees that such stop transfer instructions and legends will be promptly removed in connection with a proposed transfer if the provisions of this Agreement and the Securities Act are complied with.

4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but except as otherwise specifically provided, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without prior written consent of the other.

6. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

7. The undersigned acknowledge that AOL, Sub and WAIS will each be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of the undersigned set forth herein. Therefore, it is agreed that, in addition to any other remedies which may be available to AOL, Sub or WAIS upon any such violation, AOL, Sub and WAIS shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available at law or in equity.

8. This Agreement shall be governed by, construed and enforced in accordance with, the internal laws of the State of California, without regard to its rules regarding conflict of laws.

9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

10. This Agreement may be executed in several counterparts, each of which shall be an original as regards the party whose signature appears thereon, and all of which together will constitute one and the same instrument. **Facsimile copies of such counterparts are acceptable.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date set forth below.

Number of WAIS Securities
beneficially owned by the undersigned:

WAIS Common Stock

Options to purchase WAIS Common Stock

Date: ~~As of March 17~~ May, 1995

Very truly yours,

(Print name)

Signature

Agreed to and accepted:

AMERICA ONLINE, INC.

By: _____

Name: _____

Title: _____

WIDE AREA INFORMATION SERVERS, INC.

By: _____

Brewster Kahle
President

[SIGNATURE PAGE TO WAIS AFFILIATES AGREEMENT]